

Bid Number..... 04-00000201
Vendor Number.... 60759

Buyer..... VEB
Date Printed.... 2/06/04

City of Lynchburg VA
Procurement Division
900 Church Street
Lynchburg, VA 24504
Phone Number.... (434) 455-3970
Fax Number..... (434) 845-0711

Sealed bids, subject to the conditions and instructions herein, will be received in this office until but, no later than 2/24/2004 at 14:00 and then publicly opened, for furnishing the following supplies, and/or services.

COMPANY NAME/ADDRESS:

COMPANY NAME/ADDRESS:

Read attached terms and conditions and sign:

Quoted By and Date

Telephone Number

Fax Number

Terms of Payment

In compliance with the above invitation for bid, and subject to all the conditions hereof, the bidder warrants that prices, terms and conditions quoted are firm for 60 days from the date of bid opening.

Item Description	Estimated Quantity	Unit of Measure	Unit Price
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*** Please bid per unit only ***

- | | | | |
|---|--------|------|----|
| 1 Hood inspections & fire extinguishers maintenance for various City Departments for the period of 3/1/04 - 2/28/05 as per the attached specifications. | 1.0000 | Each | \$ |
|---|--------|------|----|

This Contract will also include semi-annual inspections of the Hood Systems listed in the specifications.

Provide fire extinguisher recharging, hydro testing, replacement and maintenance as necessary. This contract also includes semi-annual inspections of the below listed hood and charged extinguishing systems.

I. Hood Systems:

Bids to inspect semiannually, all Automatic Hood Systems listed Inspections to be made during the months of January and July.

Hood Systems

1. Crossroads House, 405 Cabell Street -----Inspection: _____
2. Detention Home, 1400 Florida Avenue-----Inspection: _____
3. Opportunity House, 1517 Jackson Street-----Inspection: _____

Systems are to be tested and inspected in accordance with the National Fire Protection Association 10 regulations, State and City Fire Codes.

The vendor must be a licensed technician, recognized with the City of Lynchburg Fire Marshall's Office, for the testing, servicing, installing, inspecting, altering, modifying, and repairing systems and equipment in the City of Lynchburg.

A service and recharge report must be submitted to the Lynchburg Fire Marshall's Office and the Department of Public Works -- Public Services Division /Buildings and Grounds, 800 Orchard Street, Lynchburg, Virginia.

All items replaced such as controls, control heads, nozzles, fuse links, and quartz bulbs shall be termed as City property.

II. Fire Extinguishers:

Vendor to furnish all labor, materials and supplies to recharge all discharged fire extinguishers and provide five year, six year, and twelve year hydro tests when needed, per the National Fire Protection Association 10, State and City Fire Codes.

Vendor shall be notified during period of Purchase Order the number of Fire Extinguishers that need servicing. Vendor will be required to pick-up and return extinguishers to one central location.

Vendor must use "Tag System" developed by the City so that various departments' extinguishers can be identified. Successful vendor must also put prices on all packing slips.

Vendor to specify minimum number of extinguishers required for pick-up _____state if charge for pick-up _____.

State response time to pick up and return recharged extinguishers: _____ days.

I. Regular Dry Chemical B. C.

	Price per Unit <u>New Ext.</u>	Price per Unit <u>Rechg. Ext.</u>	Price per Unit <u>Testing</u>
2 ½ lb.	_____	_____	_____
5 lb.	_____	_____	_____
6 lb.	_____	_____	_____
10 lb.	_____	_____	_____
20 lb.	_____	_____	_____

II. A. B. C. Dry Chemical

2 ½ lb.	_____	_____	_____
5 lb.	_____	_____	_____
6 lb.	_____	_____	_____
10 lb.	_____	_____	_____
20 lb.	_____	_____	_____

III. Carbon Dioxide Extinguishers

2 ½ lb.	_____	_____	_____
5 lb.	_____	_____	_____
6 lb.	_____	_____	_____
10 lb.	_____	_____	_____
20 lb.	_____	_____	_____

We anticipate the following types of extinguishers could need five, six, or twelve year maintenance during the period of this purchase order.

	Price per <u>Unit</u>
5 lb. CO2 - 5 yr.	_____
10 lb. CO2 - 5 yr.	_____
15 lb. CO2 - 5 yr.	_____
10 lb. Dry Chemical - 12 yr.	_____
6 lb. Dry Chemical - 6 yr.	_____
6 lb. Dry Chemical - 12 yr.	_____

BC Dry Chemical

O-Rings Pull Pins Hose Hose Bands Pressure Gauge

2.5 lb.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.
5 lb.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.
6 lb.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.
10 lb.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.
	\$ ec.	\$ ec.	\$ ec. 20 lb.	\$ ec.	\$ ec.

ABC Dry Chemical

O-Rings Pull Pins Hose Hose Bands Pressure Gauge

2.5 lb.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.
5 lb.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.
6 lb.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.
10 lb.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.
20 lb.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.

CO2 Extinguishers

O-Rings Pull Pins Hose Hose Bands Pressure Gauge Horn, Hose Nozzle Assbly. Diffuser Horn

2.5 lb.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.
5 lb.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.
6 lb.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.
10 lb.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.
20 lb.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.	\$ ec.

CO2 Conductivity Test \$ ec.
DOT Haz. Mat. Labels \$ ec.

All prices indicated by bidders, relative to fire extinguisher recharging, testing, etc. in which transporting extinguishers may be required must include any related costs associated with hazardous material handling.

The successful vendor will be expected to substantiate that he has had a minimum of three (3) years experience in the Fire Extinguisher Business or Personnel who have had a minimum of three years experience.

The successful vendor will furnish the City of Lynchburg a copy of their permit issued by the Lynchburg Fire Marshall's Office for his firm to inspect fire extinguisher systems.

It is not the intent or purpose of the following specifications to totally delineate all requirements in the area of fire extinguisher protection. Instead, it is expected that the successful vendor is expert in these areas and will contribute their experience and technology in the performance of the contract. The successful vendor will understand that the contract is non - transferable.

Either party, hereto: may terminate this agreement, with or without cause, upon thirty (30) days written notice. If the vendor fails to perform the work as specified, the owner shall have the right to terminate; provided that the owner must first give the vendor written notice of said failure, and a 10-day period to bring performance up to specified levels. Notwithstanding the above, if the vendor totally fails to perform on a required work day for any reason, the owner may terminate immediately, by serving written notice. In the event of any such termination, payment shall be made for services performed up to the effective date of the termination, and all liabilities and obligations of the parties of each other shall cease.

In the event of non-performance of the vendor for the above services, the City reserves the right to charge back to the vendor additional charges incurred the City due to contract not being completed as specified.

As an option to be exercised at the discretion of the City of Lynchburg, vendors are invited to offer a maximum percentage increase over prices quoted above, for option years. In submitting option year pricing, it shall be understood that the increase offered is a "price not to exceed." Any increase submitted to the City for option years should be fully documented and verifiable and include written notification or price increases from the vendor's supplier on manufacturer's letterhead. Only across the board increases will be accepted.

Option Year I: March 1, 2005-February 28, 2006

Price increase not to exceed _____% over price quoted for March 1, 2004 - February 28, 2005.

Option Year II: March 1, 2006-February 28, 2007

Price increase not to exceed _____% over price quoted for March 1, 2004-February 28, 2005.

The City reserves the right to add other locations during the term of this contract.

Non-Discrimination:

By submitting their bid/proposal, all bidders and offerors certify to the City of Lynchburg, Virginia that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, The Americans with Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance.

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Conflict of Interest:

The successful contractor represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under a City Contract.

Confidentiality of Contractor:

All information obtained by the Contractor (Company) from the City as a result of this contract including employee names shall be confidential; and shall not be used for any purposes other than that specifically authorized, without the prior written permission of the City.

Contract Assignment:

The successful Contractor can not assign the contract or any portion of the contract. The bidder can not subcontract the furnishing of the goods and/or services without the prior approval of the City.

Drug Free Workplace:

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Successful contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute same to City employees.

Successful contractor understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right to cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Governing Law and Policy:

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the Lynchburg Public Procurement Ordinance. The successful Contractor submits itself to the jurisdiction of a Court of competent jurisdiction in the City of Lynchburg. Courts shall be the appropriate forum.

Hold Harmless:

The successful Contractor shall indemnify and hold harmless and assume the defense of the City, its employees, agents and officials from and against any and all claims, liabilities, judgments, costs, causes of action, damages and expenses arising from work performed by the contractor or their employees, and shall pay all attorney's fees, Court costs and other costs incurred in defending such claims which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its employees, agents and officials as a result of the offeror's contract with the City of Lynchburg.

Insurance

In order to accomplish the indemnity requirements, the successful Contractor shall be required to furnish a Certificate of Insurance as per the attached Insurance Requirements Form. Such insurance policy shall name the City, its employees, officials and agents as insured parties and shall contain provisions that the City shall be given thirty (30) days written notice prior to any cancellation or reduction in the required coverage. The insurance required hereunder shall be primary, and any insurance of self-insurance maintained by the City will be in excess of and shall not contribute with the insurance required of the successful Contractor.

State Corporation Commission (SCC) Registration: Attachment C

If listed as a Corporation, offeror's must also submit documentation; copy attached, with their response/proposal, that they are currently registered with the Virginia State Corporation Commission.

Taxes:

The offeror's shall submit appropriate documentation to certify that all applicable taxes (real estate, business license, personal property, etc.) have been filed, are paid fully up to date, and will remain paid on a timely basis through the life of any such procurement relationship with the City.

Non-Performance:

Non-performance within time specified in RFP may result in order cancellation and charge backs to the successful Contractor for cost differences incurred by the City of Lynchburg.

Licenses:

It shall be the responsibility of the successful Contractor to secure and maintain all, and pay inspection fees required to do the work required under this RFP.

Independent Contractor:

No relationship of employer and employee is created by this or any other subsequent contract. In the performance of its work and duties, contract is at all times acting and performing as an independent contractor in the practice of its profession. The City shall neither have nor exercise control or direction over the methods by which contractor performs services pursuant to a contract. Contractor (including without limitation, it's officers, shareholders, subcontractors, and employees) has no claim under any resultant contract or otherwise against the city for social security benefits, workers compensation benefits, unemployment benefits, vacation pay, sick leave, or any other benefit of any kind.

CERTIFICATION OF NONDISCRIMINATION AND ANTI-COLLUSION

By submitting their bids, all bidders certify to the City of Lynchburg, VA that they will conform to the provisions of the Federal civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginia's With Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance:

In every contract over \$10,000, the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Certified by: _____ (corporate seal)

Date: _____

Note: I hereby certify that this bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business, or any act of fraud punishable under the Virginia Commonwealth Frauds Act.

(seal)

Acknowledged before me this _____ day of _____,

Notary Public

My commission expires: _____

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding		
	Address (number, street, and apt. or suite no.)		
	City, state, and ZIP code		
List account number(s) here (optional)		Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

ALL PROSPECTIVE FIRMS MUST RESPOND TO THE FOLLOWING

If a limited liability company, limited liability partnership or a limited partnership indicate below:

- Check one: ☐ Limited liability company
 ☐ Limited liability partnership
 ☐ Limited partnership

Have you registered with the State Corporation Commission, to conduct business in Virginia?
☐ Yes ☐ No

Name and address of organizer: _____

List who is authorized to execute contracts: _____

If conducting business under an assumed business name, fill out the following information:

Name of assumed business: _____

Owner's name and address: _____

Registration date: _____ Expires: _____

If conducting business as a sole proprietorship, fill out the following information:

Individual's name liable for all obligations of business:

If you are a sole proprietor using an assumed name, please list below:

Registration date: _____ Expires: _____